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Sergio Giancaspro, Cori Ershowsky, Alexis  
Geraci, Jamere Bowers, Adaku Ibekwe, and  
all others similarly situated*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

TAYLER ULMER; SERGIO  
GIANCASPRO; CORI ERSHOWSKY;  
ALEXIS GERACI; JAMERE BOWERS;  
and ADAKU IBEKWE, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

STREETTEAM SOFTWARE, LLC d/b/a  
POLLEN; NETWORK TRAVEL  
EXPERIENCES, INC; JUSEXPERIENCES  
UK LIMITED; CALLUM NEGUS-  
FANCEY; LIAM NEGUS-FANCEY; and  
JAMES ELLIS,

Defendants.

**Case No. 2:23-cv-2226-HDV (AGRx)**

**STIPULATED PROTECTIVE  
ORDER**

Date: November 14, 2024

Time: 10:00 a.m.

Crtrm: 5B

1 **I. INTRODUCTION**

2 **A. PURPOSES AND LIMITATIONS**

3  
4 Discovery in this action is likely to involve production of confidential,  
5 proprietary, or private information for which special protection from public disclosure  
6 and from use for any purpose other than prosecuting this litigation may be warranted.  
7 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
8 following Stipulated Protective Order. The parties acknowledge that this Order does  
9 not confer blanket protections on all disclosures or responses to discovery and that the  
10 protection it affords from public disclosure and use extends only to the limited  
11 information or items that are entitled to confidential treatment under the applicable  
12 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
13 that this Stipulated Protective Order does not entitle them to file confidential  
14 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
15 followed and the standards that will be applied when a party seeks permission from  
16 the court to file material under seal.

17 **B. GOOD CAUSE STATEMENT**

18 This action is likely to involve personal identifying information and financial  
19 information for which special protection from public disclosure and from use for any  
20 purpose other than prosecution of this action is warranted. Such confidential and  
21 proprietary materials and information consist of, among other things, confidential  
22 business or financial information, information implicating privacy rights of third  
23 parties, information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes, court  
25 rules, case decisions, or common law. Accordingly, to expedite the flow of  
26 information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to keep  
28 confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the  
2 end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

## 8 **II. DEFINITIONS**

9 2.1 Action: This pending federal suit, Ulmer, et. al. v. StreetTeam Software  
10 LLC, D/B/A Pollen, et. al., Case No. 2:23-cv-2226-HDV (AGRx)

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
12 of information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for protection  
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
16 Cause Statement.

17 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19 2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22 2.6 Disclosure or Discovery Material: all items or information, regardless of  
23 the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced or  
25 generated in disclosures or responses to discovery in this matter.

26 2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
28 expert witness or as a consultant in this Action.

1           2.8    House Counsel: attorneys who are employees of a party to this Action.  
2 House Counsel does not include Outside Counsel of Record or any other outside  
3 counsel.

4           2.9    Non-Party: any natural person, partnership, corporation, association, or  
5 other legal entity not named as a Party to this action.

6           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10          2.11   Party: any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          2.13   Professional Vendors: persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          2.14   Protected Material: any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL.”

21          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
22 from a Producing Party

23 **III.   SCOPE**

24          The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or extracted  
26 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
27 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
28 or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

#### **IV. DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

#### **V. DESIGNATING PROTECTED MATERIAL**

##### **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably with the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must

1 promptly notify all other Parties that it is withdrawing the inapplicable designation.

2       5.2 Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7       Designation in conformity with this Order requires:

8       (a) for information in documentary form (e.g., paper or electronic  
9 documents, but excluding transcripts of depositions or other pretrial or trial  
10 proceedings), that the Producing Party affix at a minimum, the legend  
11 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
12 contains protected material. If only a portion or portions of the material on a page  
13 qualifies for protection, the Producing Party also must clearly identify the protected  
14 portion(s) (e.g., by making appropriate markings in the margins).

15       A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and before  
18 the designation, all of the material made available for inspection shall be deemed  
19 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
20 copied and produced, the Producing Party must determine which documents, or  
21 portions thereof, qualify for protection under this Order. Then, before producing the  
22 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
23 to each page that contains Protected Material. If only a portion or portions of the  
24 material on a page qualifies for protection, the Producing Party also must clearly  
25 identify the protected portion(s) (e.g., by making appropriate markings in the  
26 margins).

27       (b) for testimony given in depositions that the Designating Party identify the  
28 Disclosure or Discovery Material on the record, before the close of the deposition all

1 protected testimony.

2 (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
6 protection, the Producing Party, to the extent practicable, shall identify the protected  
7 portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
9 failure to designate qualified information or items does not, standing alone, waive the  
10 Designating Party’s right to secure protection under this Order for such material.  
11 Upon timely correction of a designation, the Receiving Party must make reasonable  
12 efforts to assure that the material is treated in accordance with the provisions of this  
13 Order.

14 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15  
16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court’s  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37.1 et seq.

21 6.3 The burden of persuasion in any such challenge proceeding shall be on  
22 the Designating Party. Frivolous challenges, and those made for an improper purpose  
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
25 withdrawn the confidentiality designation, all parties shall continue to afford the  
26 material in question the level of protection to which it is entitled under the Producing  
27 Party’s designation until the Court rules on the challenge.



1 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

2  
3 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
4 disclosed or produced by another Party or by a Non-Party in connection with this  
5 Action only for prosecuting, defending, or attempting to settle this Action. Such  
6 Protected Material may be disclosed only to the categories of persons and under the  
7 conditions described in this Order. When the Action has been terminated, a Receiving  
8 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
15 only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
18 disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the  
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and who have  
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);



(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign Exhibit A, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission. The Designating Party shall bear the burden and expense of seeking  
3 protection in that court of its confidential material and nothing in these provisions  
4 should be construed as authorizing or encouraging a Receiving Party in this Action to  
5 disobey a lawful directive from another court.

6 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
7 **PRODUCED IN THIS LITIGATION**

8 (a) The terms of this Order are applicable to information produced by a Non-  
9 Party in this Action and designated as "CONFIDENTIAL." Such information  
10 produced by Non-Parties in connection with this litigation is protected by the  
11 remedies and relief provided by this Order. Nothing in these provisions should be  
12 construed as prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to  
14 produce a Non-Party's confidential information in its possession, and the Party is  
15 subject to an agreement with the Non-Party not to produce the Non-Party's  
16 confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that  
18 some or all of the information requested is subject to a confidentiality agreement with  
19 a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
21 Order in this Action, the relevant discovery request(s), and a reasonably specific  
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-  
24 Party, if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14  
26 days of receiving the notice and accompanying information, the Receiving Party may  
27 produce the Non-Party's confidential information responsive to the discovery request.  
28 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce

1 any information in its possession or control that is subject to the confidentiality  
2 agreement with the Non-Party before a determination by the court. Absent a court  
3 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
4 protection in this court of its Protected Material.

5 **X. UNAUTHORIED DISCLOSURE OF PROTECTED MATERIAL**

6  
7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
8 Protected Material to any person or in any circumstance not authorized under this  
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
12 persons to whom unauthorized disclosures were made of all the terms of this Order,  
13 and (d) request such person or persons to execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 **XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or  
24 information covered by the attorney-client privilege or work product protection, the  
25 parties may incorporate their agreement in the stipulated protective order submitted to  
26 the court.

1 **XII. MISCELLANEOUS**

2  
3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item on any ground not addressed in this  
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information in  
15 the public record unless otherwise instructed by the court.

16 **XIII. FINAL DISPOSITION**

17 After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must return  
19 all Protected Material to the Producing Party or destroy such material. As used in this  
20 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
21 summaries, and any other format reproducing or capturing any of the Protected  
22 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
23 must submit a written certification to the Producing Party (and, if not the same person  
24 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
25 category, where appropriate) all the Protected Material that was returned or destroyed  
26 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
27 compilations, summaries or any other format reproducing or capturing any of the  
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an

1 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
3 attorney work product, and consultant and expert work product, even if such materials  
4 contain Protected Material. Any such archival copies that contain or constitute  
5 Protected Material remain subject to this Protective Order as set forth in Section 4  
6 (DURATION).

7 Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10 [Signature Page Follows]  
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28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: October 15, 2024

3  
4 WIGDOR LLP

5   
6 \_\_\_\_\_  
7 Attorneys for Plaintiff

8 DIAMOND McCARTHY LLP

9 /s/ Damion D D Robinson

10 Attorneys for Plaintiff

11  
12 DATED: October 15, 2024

13 /s/ James Ellis

14 James Ellis

15 /s/ Callum Negus-Fancey

16 Callum Negus-Fancey

17 /s/ Liam Negus-Fancey

18 Liam Negus-Fancey

19  
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21  
22 DATED: October 15, 2024

23   
24 \_\_\_\_\_

25 Honorable Alicia G. Rosenberg

26 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_  
[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for the  
Central District of California on [date] in the case of \_\_\_\_\_  
[insert formal name of the case and the number and initials assigned to it by the court].  
I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_